

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM548057

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Numet Machining Techniques, LLC		11/05/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Citizens Bank, N.A.		
Street Address:	One Citizens Plaza		
City:	Providence		
State/Country:	RHODE ISLAND		
Postal Code:	02903		
Entity Type:	Administrative Agent: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4290143	NUMET	
CORRESPONDENCE DATA			
Fax Number:	2127557306		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	erosenfelder@jonesday.com		
Correspondent Name:	JONES DAY		
Address Line 1:	250 VESEY STREET		
Address Line 4:	NEW YORK, NEW YORK 10281-1047		
NAME OF SUBMITTER:	Matthew W. Johnson		
SIGNATURE:	/Matthew W. Johnson/		
DATE SIGNED:	11/05/2019		
Total Attachments: 6			
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FIRST LIEN TRADEMARK SECURITY AGREEMENT

FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of November 5, 2019 (this "Agreement"), between NUMET MACHINING TECHNIQUES, LLC, a Delaware limited liability company (together with its successors and assigns, the "Grantor"), and CITIZENS BANK, N.A., as First Lien Administrative Agent (together with its successors and assigns in such capacity, the "First Lien Administrative Agent"), for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below):

RECITALS:

(1) This Agreement is made pursuant to (a) the First Lien Credit Agreement, dated as of the date hereof (as amended, restated or otherwise modified from time to time, the "Credit Agreement"), Bromford Industries Limited, a private limited company organized under the laws of England and Wales with registered number 00474681 (the "UK Borrower"), Bromford Intermediate Holdings, Ltd., an exempted company incorporated with limited liability under the laws of the Cayman Islands (the "Parent"), Bromford Midco Limited, a private limited company organized under the laws of England and Wales with registered number 11262280 (the "UK Parent"), Bromford Group Limited, a private limited company organized under the laws of England and Wales with registered number 06867493 ("UK Holdings"), AeroCision, LLC, a Delaware limited liability company (the "US AeroCision Borrower"), AeroCision Parent, LLC, a Delaware limited liability company ("US Holdings" and the "Initial US Holdco Borrower") and, upon the consummation of the Closing Date Acquisition, Grantor, each lender from time to time party hereto (collectively, the "Lenders" and individually, a "Lender"), and the First Lien Administrative Agent and (b) the Security Agreement referred to below.

(2) In connection with the Credit Agreement, the Grantor is a party to a First Lien Security and Pledge Agreement, dated as of the date hereof (as amended, restated or otherwise modified from time to time, the "Security Agreement"), among the Grantor, the other grantors named therein and the First Lien Administrative Agent, pursuant to which the Grantor has granted to the First Lien Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, assignment of and lien on substantially all of its assets, whether now owned or existing or hereafter acquired or arising.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby covenants and agrees with the First Lien Administrative Agent and the other Secured Parties as follows:

Section 1. Defined Terms. Terms used herein without definition shall have the respective meanings ascribed thereto in the Security Agreement.

Section 2. Confirmation of Grant of Security Interest. As security for the prompt payment and performance of the Obligations (as defined in the Credit Agreement), the Grantor hereby confirms that, pursuant to the Security Agreement, it granted to the First Lien Administrative Agent, for the benefit of the Secured Parties (as defined in the Credit Agreement), a continuing security interest in, a general lien upon and/or a right of set-off against (whether now owned or hereafter acquired by the Grantor and whether acquired in the United States or elsewhere in the world) all right, title and interest of the Grantor in and to the following, whether now existing or hereafter acquired and wherever located:

(i) all Trademarks registered with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(ii) all applications for the registration of Trademarks filed with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(iii) all trademarks, trade names and service marks registered with any office, agency or other Governmental Authority of any State, the District of Columbia or any possession or territory of the United States;

(iv) all trademarks, trade names and service marks registered with any office, agency or other Governmental Authority of any other country or any province, department or other governmental subdivision thereof;

(v) all registrations and recordings with respect to any of the foregoing;

(vi) all reissues, extensions and renewals of any of the foregoing;

(vii) all corporate names, business names, trade styles, logos, other source or business identifiers; all information, customer lists, identification of supplier, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs, and the like pertaining to operations by the Grantor in, on or about any of its plants or warehouses; all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured on or about any of its plants; and all accounting information pertaining to operations in, on or about any of its plants and all media in which or on which all of the information or knowledge or data or records relating to its plants and warehouses may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data, and the First Lien Administrative Agent shall keep all such information, knowledge, records or data strictly confidential in accordance with the Credit Agreement;

(viii) all licenses and other agreements relating in whole or in part to any of the foregoing, including all rights to payments in respect thereof;

(ix) all rights to sue for past, present or future infringements of any of the foregoing;

(x) all good will related to any of the foregoing;

(xi) to the extent not included above, all general intangibles (as such term is defined in the UCC) of the Grantor related to the foregoing; and

(xii) all proceeds of any and all of the foregoing.

Section 3. Reference to Separate Security Agreement. This Agreement has been entered into by the Grantor and the First Lien Administrative Agent primarily for recording purposes as contemplated by the Security Agreement. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of the Security Agreement, the terms and provisions of the Security Agreement shall govern.

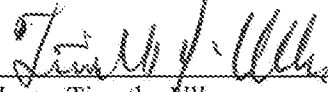
Section 4. Governing Law; Counterparts. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an

original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

NUMET MACHINING TECHNIQUES, LLC

By: 
Name: Timothy Ulles
Title: Chief Executive Officer

Accepted and acknowledged by:


CITIZENS BANK, N.A.
as First Lien Administrative Agent

By: 

Name: Srbui Seferian

Title: Managing Director

Schedule A
to Trademark Security Agreement

Mark	Application No. Registration No.	Filing Date Registration Date
NUMET 	85520973 4290143	1/20/12 2/12/13